Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### Filing at a Glance

Companies: Auto-Owners Insurance Company, Owners Insurance Company

Product Name: Personal Inland Marine SERFF Tr Num: AOIC-125933358 State: Arkansas

TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 09.0006 Other Personal Inland Co Tr Num: PIM-AR-99- State Status: Fees verified and

Marine 12/12/2008-16480 received

Filing Type: Form Co Status: Approved Reviewer(s): Becky Harrington,

**Betty Montesi** 

Disposition Date: 02/27/2009

Authors: Jessica Turner, Claudia

Stewart, Angela Newman

Date Submitted: 12/08/2008 Disposition Status: Approved

Deemer Date:

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

#### **General Information**

Project Name: Personal Articles Floater Policy Status of Filing in Domicile: Not Filed

Project Number: 16480 PIM Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 02/27/2009
State Status Changed: 12/08/2008
Corresponding Filing Tracking Numbers

Corresponding Filing Tracking Number:

Filing Description:

FORM FILING: See Attached Explanatory Memo

Forms Attach To: Personal Articles Floater Policy

Changes: Revising booklet form to non-booklet form.

SERFF Tracking Number: AOIC-125933358 State: Arkansas First Filing Company: State Tracking Number: EFT \$50 Auto-Owners Insurance Company, ...

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Personal Inland Marine Product Name:

Personal Articles Floater Policy/16480 PIM Project Name/Number:

Submitted for your approval is the attached list of forms. Forms are submitted in final printed copy.

If you have any questions, please feel free to contact one of the following:

#### Manager:

KEN ARMBRUSTMACHER, MANAGER PERSONAL PROPERTY UNDERWRITING - NORTH ARMBRUSTMACHER.KEN@AOINS.COM (emails without attachments) perslinesund@aoins.net (emails with attachments)

#### Underwriter:

517-391-1009 Ext. 1009

KASSONDRA CAMPBELL CAMPBELL.KASSONDRA@AOINS.COM (517) 886-1922

#### **Company and Contact**

#### **Filing Contact Information**

armbrustmacher.ken@aoins.com Ken Armbrustmacher, Manager

P. O. Box 30660 (800) 346-0346 [Phone] Lansing, MI 48909-8160 (517) 391-1903[FAX]

Filing Company Information

**Auto-Owners Insurance Company** CoCode: 18988 State of Domicile: Michigan

P.O. Box 30660 Group Code: 280 Company Type: PC State ID Number:

Lansing, MI 48909-8160 Group Name: Auto-Owners Ins

Group

(800) 346-0346 ext. [Phone] FEIN Number: 38-0315280

**Owners Insurance Company** CoCode: 32700 State of Domicile: Ohio Group Code: 280 Company Type: PC P.O. Box 30660

Lansing, MI 48909-8160 Group Name: Auto-Owners Ins State ID Number:

Group

 SERFF Tracking Number:
 AOIC-125933358
 State:
 Arkansas

 First Filing Company:
 Auto-Owners Insurance Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

(800) 346-0346 ext. [Phone] FEIN Number: 34-1172650

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Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50.00 per filing

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Auto-Owners Insurance Company \$50.00 12/08/2008 24391496

Owners Insurance Company \$0.00 12/08/2008

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	02/27/2009	02/27/2009
Approved	Becky Harrington	12/12/2008	12/12/2008

**Objection Letters and Response Letters** 

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Becky 12/08/2008 12/08/2008 Claudia Stewart 12/12/2008 12/12/2008

Industry Harrington

Response

#### **Amendments**

Item	Schedule	Created By	Created On	Date Submitted
Personal Articles Floater Policy Jacket-Auto- Owners Insurance		Angela Newman	02/26/2009	02/26/2009
Personal Articles Floater Policy Jacket - Owners Insurance Company Filing Notes		Angela Newman	02/26/2009	02/26/2009

SERFF Tracking Number: AOIC-125933358 State: Arkansas

First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

Subject Note Type Created By Created Date Submitted

On

Signature Line Note To Reviewer Angela Newman 02/25/2009 02/25/2009

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### **Disposition**

Disposition Date: 02/27/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

 SERFF Tracking Number:
 AOIC-125933358
 State:
 Arkansas

 First Filing Company:
 Auto-Owners Insurance Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Uniform Transmittal Document-Property Casualty	&Approved	Yes
<b>Supporting Document</b>	Explanatory Memo	Approved	Yes
<b>Supporting Document</b>	Cert of Compliance	Approved	Yes
Supporting Document	Response Letter	Approved	Yes
Form (revised)	Personal Articles Floater Policy Jacket- Auto-Owners Insurance	Approved	Yes
Form	Personal Articles Floater Policy Jacket- Auto-Owners Insurance		Yes
Form (revised)	Personal Articles Floater Policy Jacket - Owners Insurance Company	Approved	Yes
Form	Personal Articles Floater Policy Jacket - Owners Insurance Company		Yes
Form	Personal Articles Floater Policy	Approved	Yes

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### **Disposition**

Disposition Date: 12/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing0.000%Overall Percentage Rate Impact For This Filing0.000%Effect of Rate Filing-Written Premium Change For This Program\$0Effect of Rate Filing - Number of Policyholders Affected0

 SERFF Tracking Number:
 AOIC-125933358
 State:
 Arkansas

 First Filing Company:
 Auto-Owners Insurance Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Uniform Transmittal Document-Property Casualty	&Approved	Yes
<b>Supporting Document</b>	Explanatory Memo	Approved	Yes
<b>Supporting Document</b>	Cert of Compliance	Approved	Yes
Supporting Document	Response Letter	Approved	Yes
Form (revised)	Personal Articles Floater Policy Jacket- Auto-Owners Insurance	Approved	Yes
Form	Personal Articles Floater Policy Jacket- Auto-Owners Insurance		Yes
Form (revised)	Personal Articles Floater Policy Jacket - Owners Insurance Company	Approved	Yes
Form	Personal Articles Floater Policy Jacket - Owners Insurance Company		Yes
Form	Personal Articles Floater Policy	Approved	Yes

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 12/08/2008 Submitted Date 12/08/2008

Respond By Date

Dear Ken Armbrustmacher,

This will acknowledge receipt of the captioned filing.

#### Objection 1

- Personal Articles Floater Policy (Form)

#### Comment:

The cancellation provision must comply with Arkansas Code Annotated §23-66-206(9)(A).

#### Objection 2

- Personal Articles Floater Policy (Form)

#### Comment:

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

#### Objection 3

- Personal Articles Floater Policy (Form)

#### Comment:

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Please feel free to contact me if you have questions.

Sincerely,

**Becky Harrington** 

#### **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 12/12/2008 Submitted Date 12/12/2008

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

Dear Becky Harrington,

#### Comments:

#### Response 1

Comments: See Attached Response Letter

#### **Related Objection 1**

Applies To:

- Personal Articles Floater Policy (Form)

Comment:

The cancellation provision must comply with Arkansas Code Annotated §23-66-206(9)(A).

#### **Related Objection 2**

Applies To:

Personal Articles Floater Policy (Form)

Comment:

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23-79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

#### **Related Objection 3**

Applies To:

Personal Articles Floater Policy (Form)

Comment:

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

#### **Changed Items:**

#### **Supporting Document Schedule Item Changes**

Satisfied -Name: Response Letter

Comment:

No Form Schedule items changed.

 SERFF Tracking Number:
 AOIC-125933358
 State:
 Arkansas

 First Filing Company:
 Auto-Owners Insurance Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

No Rate/Rule Schedule items changed.

Sincerely,

Angela Newman, Claudia Stewart, Jessica Turner

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### **Amendment Letter**

Amendment Date:

Submitted Date: 02/26/2009

#### **Comments:**

Attached are updated copies of the coversheets for the most recent filing. The recent coversheets were missing the last line which is located on the back of the forms as follows:

In witness whereof, we, the (company stated on the form), have caused this policy to be issued and to be duly signed by our President and Secretary.

The previously approved coversheet included this wording but it was missed with the recent filing.

Please feel free to contact me at (517) 323-1219 or by e-mail at campbell.kassondra@aoins.com.

Thank you for your consideration.

Kassondra Campbell

#### **Changed Items:**

#### Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Personal Articles Floater Policy Jacket-Auto Owners Insurance	16475	06-08	• •	Replaced	16018 (09- 98)	J	0	16475 (06-08) REVISED.pdf

SERFF Tracking Number: AOIC-125933358 State: Arkansas

First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

Form	Form	Edition	Form	Action	Replaced	Previous	Readability	Attachments
Name	Number	Date	Type		Form #	Filing #	Score	
Personal	16479	06-08	Policy/C	Replaced	16029 (09-		0	16479 (06-08)
Articles			overage	)	98)			REVISED.pdf
Floater			Form					
Policy Jack	et							
- Owners								
Insurance								
Company								

AOIC-125933358 SERFF Tracking Number: State: Arkansas First Filing Company: State Tracking Number: EFT \$50 Auto-Owners Insurance Company, ... Company Tracking Number: PIM-AR-99-12/12/2008-16480 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine Product Name: Personal Inland Marine Project Name/Number: Personal Articles Floater Policy/16480 PIM **Note To Reviewer** Created By: Angela Newman on 02/25/2009 10:14 AM Last Edited By: Angela Newman **Submitted On:** 02/25/2009 10:14 AM Subject: Signature Line **Comments:** I would like to request that the recently approved filing, AOIC-125933358, be temporarily reopened. I would like to submit an updated copy of the coversheet for the most recent filing. The recent coversheet was missing the last line which is located on the back of the form as follows: In witness whereof, we, the (company stated on the form), have caused this policy to be issued and to be duly signed by our President and Secretary. The previously approved coversheet included this wording but it was missed with the recent filing. Please feel free to contact me at (517) 323-1219 or by e-mail at campbell.kassondra@aoins.com. Thank you for your consideration.

Kassondra Campbell

 SERFF Tracking Number:
 AOIC-125933358
 State:
 Arkansas

 First Filing Company:
 Auto-Owners Insurance Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### **Form Schedule**

Review	Form Name	Form #	Edition	Form Type Action	Action Specific Readability	Attachment
Status			Date		Data	
Approved	Personal Articles Floater Policy Jacket-Auto- Owners Insurance	16475	06-08	Policy/CoveReplaced rage Form	Replaced Form #:0.00 16018 (09-98) Previous Filing #:	16475 (06- 08) REVISED.pd f
Approved	Personal Articles Floater Policy Jacket - Owners Insurance Company	16479	06-08	Policy/CoveReplaced rage Form	Replaced Form #:0.00 16029 (09-98) Previous Filing #:	16479 (06- 08) REVISED.pd f
Approved	Personal Articles Floater Policy	16480	06-08	Policy/CoveReplaced rage Form	Replaced Form #:54.65 16018 (09-98) 16029 (09-98) Previous Filing #:	16480 (06- 08).pdf



### Personal Articles Floater Insurance Policy

Auto-Owners Insurance Company

#### POLICY NON-ASSESSABLE

This policy is non-assessable and the premium stated in the Declarations is the only premium you will be asked to pay.

#### **PARTICIPATING**

You will be entitled to an equitable participation in Company funds in excess of the amount required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law. A distribution will be made only in accordance with the decision of our Board of Directors acting under the insurance laws and under our charter.

#### NOTICE OF MEMBERSHIP AND ANNUAL MEETING

Because we are a mutual company this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.

In witness whereof, we, the Auto-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.

Secretary

**President** 



## Personal Articles Floater Insurance Policy

In witness whereof, we, the	Owners Insurance Co	ompany, have caused	this policy to be issued	d and to be duly
signed by our President and	d Secretary.		•	,

Secretary

President

16479 (6-08)

### THIS INSURANCE POLICY IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND US.

"READ YOUR POLICY CAREFULLY. This cover sheet provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY."

#### A QUICK GUIDE TO YOUR POLICY

Amounts of Insurance

Deductible (Amounts)

#### The **DECLARATIONS PAGE** contains

Your name

Policy Period

Coverages	
You Will Find	On Page
INSURING AGREEMENT	1
DEFINITIONS	1
COVERAGES  Newly Acquired Property  Perils Insured Against - Exclusions	1
SPECIAL CONDITIONS	2
GENERAL CONDITIONS	3
WHAT TO DO IN CASE OF LOSS	4

#### **INSURING AGREEMENT**

We agree to provide insurance subject to all the terms of this policy. In return, you must pay the premium and comply with all the policy terms.

This policy applies to loss which occurs during the policy period as shown in the Declarations. The coverages provided, the limits of our liability and the premiums are also shown in the Declarations.

#### **DEFINITIONS**

To understand this policy, you must understand what we mean when we use these words:

"You" and "your" mean the insured named in the Declarations and his or her spouse if living in the same household.

"We", "us" and "our" mean the Company providing this insurance.

#### **COVERAGES**

We cover the personal property for which an amount of insurance is shown in the Declarations.

#### **NEWLY ACQUIRED PROPERTY**

This cause applies only to jewelry, furs, cameras and musical instruments covered under this form:

We cover newly acquired property for an amount not to exceed the lesser of:

- a. 25% of the amount of insurance for its class; or
- b. \$10,000;

If:

- a. you report to us within 30 days of acquiring it;
- b. pay the premium on it from the date acquired.

#### **PERILS INSURED AGAINST - EXCLUSIONS**

We insure against all risks of physical loss except:

- 1. Loss caused by:
  - a. wear and tear; gradual deterioration;
  - b. insects or vermin;
  - c. inherent vice; or
  - d. nuclear action, meaning nuclear reaction, reaction, radioactive contamination however caused and whether controlled or uncontrolled, or any consequence of any

- of these. Nuclear action includes the discharge of a nuclear weapon even if accidental. Direct loss by fire which results from nuclear action is covered;
- e. war (declared or undeclared) civil war, insurrection, rebellion or revolution.
- 2. As to Fine Arts and Collectibles:
  - damage caused by any repairing, restoration or retouching process;
  - b. breakage of art glass windows, statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles unless caused by:
    - (1) fire or lightning;
    - (2) aircraft;
    - (3) theft or attempted theft;
    - (4) cyclone, tornado, windstorm;
    - (5) earthquake, flood;
    - (6) malicious damage; or
    - (7) collision, derailment or overturn of conveyance;

except as we may state otherwise;

c. loss to property on exhibition at fair grounds or on the premises of any national or international exposition. We do

1

cover at exhibitions or premises which may be described in this policy.

- 3. As to Postage Stamps or Rare and Current Coin Collections:
  - fading, creasing, denting, scratching, tearing, thinning, transfer of colors, inherent defect, dampness, extremes of temperature, gradual depreciation, or damage sustained from handling or while being actually worked upon;
  - b. mysterious disappearance of individual stamps, coins or other articles insured unless:
    - specifically scheduled for a definite amount; or
    - (2) not specifically scheduled but mounted in a volume and the page to which attached is also lost:
  - c. loss of or damage to property in the custody of transportation companies; shipments by mail unless by registered mail;
  - d. theft from any unattended automobiles except while being shipped by registered mail;
  - e. loss of or damage to any property described which is not an actual part of a stamp, money or numismatic collection.
- 4. As to Miscellaneous Property:
  - a. breakage, marring, scratching, tearing or denting unless by perils listed in 2.b above:
  - b. loss caused by infidelity of Insured's employees or persons to whom the insured property is entrusted;
  - c. loss or damage due to any process of refinishing, renovating or repairing;
  - d. loss or damage due to dampness of the atmosphere or extremes of temperatures;
  - e. rust, fouling or explosion of firearms.

#### **SPECIAL CONDITIONS**

 Fine Arts: We will pay no more than the amount sown in the Schedule for each article, which we agree is the value of the article.

In the event of the total loss of an article which is part of a set, we will pay you the full value of the set. You agree to surrender the remaining article or articles of the set to us. You agree the property will be packed and unpacked by competent packers.

We cover other art you acquire during the policy period for its actual cash value but not more than 25% of the amount of insurance. You must report it to us within 90 days of the date acquired and pay the additional premium.

- Golfer's Equipment: We cover golf clubs, golf clothing and golf equipment. We cover your other clothing in a locker while you are playing. Golf balls are covered for loss by fire and if there re visible marks of forcible entry into the building, room or locker, by burglary.
- Musical Instruments: You agree not to play these instruments for pay unless an additional premium is paid.
- 4. Silverware: We do not cover pens, pencils, flasks, smoking equipment or jewelry.
- 5. Postage Stamps or Rare and Current Coins:

Under postage stamps, we cover:

- a. due, envelope, official, revenue, match and medicine stamps;
- b. covers, local, reprints, essays, proofs;
- c. other philatelic property, including book, pages and mountings

which you own or have in your custody or control.

Under Rare and Current Coins, we cover:

- a. medals, paper money, bank notes, tokens of money;
- other numismatic property, including coin albums, containers, frames, cards and display cabinets

which you own or have in your custody or control.

As to a stamp or coin collection not specifically described, we will pay the market value at the time of loss but not more than:

- a. \$1000 on numismatic property; nor
- b. \$250 on any one stamp, coin or individual article or any one pair, strip, block, series, sheet, cover, frame or card; nor
- that proportion of any loss that the total sum insured bears to the market value of the property insured.

#### **GENERAL CONDITIONS**

CONCEALMENT OR FRAUD This entire policy is void if an insured person has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

VALUATION We will not pay more than the least of:

- a. the actual cash value of the property at the time any loss or damage occurs. Actual cash value may include a deduction for depreciation;
- b. the cost to repair or replace the damaged property with like kind and quality; or
- c. the amount of insurance stated for the class of property.

This does not apply to Fine Arts.

OUR PAYMENT OF LOSS We will adjust any loss with you, and pay within 60 days after we receive your proof of loss and the amount of loss is finally determined by an agreement between you and us, a court judgment or an appraisal award. We will not pay or make good any loss which you have collected from others.

NO BENEFIT TO BAILEE This insurance will not, in any way, benefit any person or organization who may be caring for or handling property for a fee.

OUR RIGHT TO RECOVER PAYMENT After making payment under this policy, we will have the right to recover to the extent of our payment from anyone held responsible. You agree to do whatever is required to transfer this right to us.

LOSS CLAUSE The amount of insurance under this endorsement will not be reduced except for total loss of a specifically scheduled item. Any unearned premium that applies to such item will be refunded to you or applied to the premium due on item(s) replacing those on which the claim was paid.

PAIR OR SET In case of loss of or damage to property specifically described in the Schedule as a pair or set, we may repair or replace any part of the pair or set to restore it to its value before the loss, or we may pay the difference between the

actual cash value of the property before and after

This does not apply to Fine Arts.

**DEDUCTIBLE** Each claim for loss or damage will be adjusted separately. We will deduct the amount stated in the Declarations from each adjusted claim.

PARTS In case of loss or damage to any part of property covered, consisting of several parts when complete, we shall pay only for the value of the part lost or damaged.

SUIT AGAINST US We may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year after the loss or damage occurs.

ABANDONMENT We are not obliged to accept abandoned property.

APPRAISAL If you and we fail to agree on the actual cash value or amount of loss, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identify within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the appraisal is pending to select an umpire.

The appraisers shall then appraise the loss, stating separately the actual cash value and loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the actual cash value or amount of loss. If they cannot agree, they will submit their difference to the umpire. A written award by two will determine the actual cash value or amount of loss.

Each party will pay the appraiser it chooses, and equally pay the umpire and all other expenses of the appraisal.

TERRITORIAL LIMITS We cover the described property wherever it may be located. But we

cover described Fine Arts only while within the limits of the continental United States, the State of Hawaii and Canada.

CANCELLATION You may cancel this policy by returning it to us or by advising us in writing when at a future date the cancellation is to become effective.

We may cancel by mailing notice to you at the address shown in the Declarations or last know to us, or by delivering the notice, not less than 10 days prior to its effective date. Proof of mailing will be sufficient proof of notice.

Refund of any premium due will be made as soon as practicable after the date of cancellation. You

will be charged premium only for the days you were covered during the policy period.

CHANGES This policy and the Declarations include all the agreements between you and us relating to this insurance. No change or waiver may be effected in this policy except by endorsement issued by us. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change. If any coverage you have under this policy is broadened without charge during the policy period, this policy will automatically provide the broadened coverage.

#### WHAT TO DO IN CASE OF LOSS

If a covered loss occurs, you agree to:

- (a) Give us immediate written notice. In case of theft also notify the policy.
- (b) Protect the property from further damage, making necessary and reasonable repairs to do so and keeping records of the cost.
- (c) make a list of all damaged and destroyed property, showing in detail quantities, costs, actual cash value and amount of loss claimed.
- (d) Send to us, within 90 days after loss, a proof of loss signed and sworn to by the insured person, including:
  - (1) the time and cause of loss:
  - (2) the interest of insured persons and all others in the property;

- (3) actual cash value and amount of loss to the property;
- (4) all encumbrances on the property; and
- (5) other policies covering the loss.
- (e) Exhibit the damaged property to us or our representative as often as may be reasonably required.
- (f) Submit to examinations under oath by any person we name and sign the transcript of the examinations.
- (g) Produce for examination, with permission to copy, all books of account, bills, invoices, receipts and other vouchers as we may reasonably require.

 SERFF Tracking Number:
 AOIC-125933358
 State:
 Arkansas

 First Filing Company:
 Auto-Owners Insurance Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### **Supporting Document Schedules**

Uniform Transmittal Document- Approved

12/12/2008

Property & Casualty

Comments:

Attachment:

Satisfied -Name:

16480 Transmittal.pdf

Review Status:

Satisfied -Name: Explanatory Memo Approved 12/12/2008

Comments: Attachments:

List 901 Explanatory Memo.pdf List 903 Explanatory Memo.pdf

Review Status:

Satisfied -Name: Cert of Compliance Approved 12/12/2008

Comments: Attachment:

16480 PIM Certificate of Compliance.pdf

Review Status:

Satisfied -Name: Response Letter Approved 12/12/2008
Comments:

Attachment:

AOIC-125933358 Response.pdf

#### **Property & Casualty Transmittal Document**

Reset Form

	Troporty & Subduity Transmittal Bookinshit								
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#### **Property & Casualty Transmittal Document—**

20.	This filing transmittal is part of Company Tracking #  PIM-AR-99-12/12/2008-16480
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
	FORM FILING: See Attached Explanatory Memo

Forms Attach To: Personal Articles Floater Policy

Changes: Revising booklet form to non-booklet form.

Submitted for your approval is the attached list of forms. Forms are submitted in final printed copy.

If you have any questions, please feel free to contact one of the following:

Manager:

KEN ARMBRUSTMACHER, MANAGER

PERSONAL PROPERTY UNDERWRITING - NORTH

ARMBRUSTMACHER.KEN@AOINS.COM (emails without attachments)

perslinesund@aoins.net (emails with attachments)

517-391-1009 Ext. 1009

Underwriter:

KASSONDRA CAMPBELL

CAMPBELL.KASSONDRA@AOINS.COM

(517) 886-1922

#### View Complete Filing Description

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]					
Check #: EFT Amount: \$50.00 per filing					
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.					

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

#### FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	│ This filing transmittal					
2. This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)						
3.	Form Name /Description/Synopsis	Form # Include edition date	Replace Or withdra		If replacement, give form # it replaces	Previous state filing number, if required by state
01	Personal Articles Floater Policy Jacket-Auto-Owners Insurance	16475 (06-08)	☐ New ☑ Replacement ☐ Withdrawn		16018 (09-98)	
02	Personal Articles Floater Policy Jacket - Owners Insurance Company	16479 (06-08)	☐ New ☑ Replacement ☐ Withdrawn		16029 (09-98)	
03	Personal Articles Floater Policy	16480 (06-08)			16018 (09-98) 16029 (09-98)	
04			☐ With	lacement drawn		
05			☐ New ☐ Replacement ☐ Withdrawn			
06			☐ New ☐ Replacement ☐ Withdrawn			
07		☐ New ☐ Replacer ☐ Withdraw		lacement drawn		
08						
09			With	lacement drawn		
10			☐ New ☐ Replace ☐ Withdra			

PC FFS-1

#### RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

	(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)									
1.	1. This filing transmittal is part of Company Tracking # PIM-AR-99-12/12/2008-16480									
2.	2. This filing corresponds to form filing number (Company tracking number of form filing, if applicable)									
	□ Rate Increase □ Rate Decrease □ Rate Neutral (0%)									
3.	Filing I	Method (Prior	Approval,	File & Use.	Flex Band, e	etc.)				
4a.		,			y Company		Proposed)			
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		(when		for this	for this		program	(where		required)
		applicable)		program	program			require	d)	
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5b		l percentage								
5с	Effect of this pro	of Rate Filing ogram	<ul><li>Written p</li></ul>	remium cha	ange for					
5d	Effect affecte	of Rate Filing	– Number	of policyho	lders					
6.	Overal	l percentage	of last rate	revision				<u>'</u>		
7.		ve Date of las								
		Method of Las		-						
8.		Approval, File		ex Band, etc	c.)					
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9.		Rule # or Page # Submitted for Review			Replacement or withdrawn?			Previous state filing number,		
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### AUTO-OWNERS INSURANCE COMPANY FORMS AND ENDORSEMENTS EXPLANATORY MEMO

Form Number	Edition Date	Replace d Form	Replaced Edition Date	Form Name			
16475	(06-08)	16018	(09-98)	Personal Articles Floater Policy Jacket - Auto-Owners Insurance			
USE	Provides co	ver for Perso	onal Articles	Floater policy and contains authorized signatures.			
CHANGE Form 16018 was a hand attached booklet form. To eliminate hand attached booklet form, we had to chang The 16018 Booklet form was replaced by 16475 Auto-Owners Insurance Policy Jacket and 16480 Definition provides the definitions to the policy.		ed by 16475 Auto-Owners Insurance Policy Jacket and 16480 Definition Form which					
16480	(06-08)	16018	(09-98)	Personal Articles Floater Policy			
USE	Guide to Personal Articles Floater Policy; provides the definitions to the policy.						
CHANGE	The 16018		was replace	ooklet form. To eliminate hand attached booklet form, we had to change the form. ed by 16475 Auto-Owners Insurance Policy Jacket and 16480 Definition Form which			

### AUTO-OWNERS INSURANCE COMPANY FORMS AND ENDORSEMENTS EXPLANATORY MEMO

Form Number	Edition Date	Replace d Form	Replaced Edition Date	Form Name			
16479	(06-08)	16029	(09-98)	Personal Articles Floater Policy Jacket - Owners Insurance			
USE	Provides co	ver for Perso	onal Articles	Floater policy and contains authorized signatures.			
CHANGE Form 16029 was a hand attached booklet form. To eliminate hand attached booklet form, we had to cha The 16029 Booklet form was replaced by 16479 Owners Insurance Policy Jacket and 16480 Definition F provides the definitions to the policy.							
16480	(06-08)	16029	(09-98)	Personal Articles Floater Policy			
USE	Guide to Personal Articles Floater Policy; provides the definitions to the policy.						
CHANGE	Form 16029 was a hand attached booklet form. To eliminate hand attached booklet form, we had to change the form. The 16029 Booklet form was replaced by 16479 Owners Insurance Policy Jacket and 16480 Definition Form which provides the definitions to the policy.						

## ARKANSAS INSURANCE DEPARTMENT PROPERTY AND CASUALTY DIVISION RULE AND REGULATION 29 REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER:	Auto-Owners Insurance Company	280-18988	
DESCRIPTION: Personal Articles Floate	r Policy		
FORM NUMBER: 16480			·
EDITION DATE: (0608)			

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test Score of 54.65, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. SS23-80-301--23-80-308, and complies with Department Rule and Regulation 29.

Signature of Officer of Company

Joseph P. DeChatelets

Assistant Vice President

Title

If a policy is stored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

#### ARKANSAS INSURANCE DEPARTMENT PROPERTY AND CASUALTY DIVISION RULE AND REGULATION 29 REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME A	AND NAIC NUMBER:	Owners Insurance Compa	ny	280-32700		
DESCRIPTION: P	ersonal Articles Floater	Policy				
FORM NUMBER:	16480				-	
EDITION DATE:_	(0608)					

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test Score of 54.65, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. SS23-80-301--23-80-308, and complies with Department Rule and Regulation 29.

Signature of Officer of Company

Joseph P. DeChatelets

Assistant Vice President

Title

If a policy is stored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

AUTO-OWNERS INSURANCE COMPANY AUTO-OWNERS LIFE INSURANCE COMPANY HOME-OWNERS INSURANCE COMPANY OWNERS INSURANCE COMPANY PROPERTY-OWNERS INSURANCE COMPANY SOUTHERN-OWNERS INSURANCE COMPANY



~ Serving Our Policyholders and Agents for More Than 90 Years ~

P.O. BOX 30660, LANSING, MICHIGAN 48909-8160 PH 517-323-1200 • FAX 517-323-8796 • WWW.AUTO-OWNERS.COM

December 9, 2008

RE:

INQUIRER:

**Becky Harrington** 

SERFF #:

AOIC-125933358

NAIC#:

280-18988 Auto-Owners Insurance Company

Dear Ms. Harrington:

We received the Objection Letter for the Personal Inland Marine form filing, 16480.

Attached you will find two endorsements which correspond to the three objections. The first form, Arkansas change - Cancellation and Nonrenewal, 59372 complies with the cancellation provision. The second form, Personal Articles Floater Amendatory Endorsement, 16305 complies with both the appraisal clause and the 5 year time limit to commence litigation for this insurance contract.

C Please feel free to contact me at (517) 323-1219 or by e-mail at Campbell.kassondra@aoins.com.

O Sincerely,

P Kassandra Campbell

Y Kassondra Campbell
Home Office, Personal Property Underwriting

KC/skt



"Highest in Customer Satisfaction with the Auto Insurance Claims Experience"

3.D. Power and Associates 2008 Auto Claims Satisfaction Study. Auto-Owners Insurance ranks highest among auto insurance providers in the J.D. Power and Associates 2008 Auto Claims Study. Study based on 11,671 responses from auto insurance customers who filed a claim from July 2007-July 2008. Excludes those with claims only for glass/windshield, theft/stolen, roadside assistance or bodily injury claims. Proprietary study results are based on experiences and perceptions of consumers surveyed July to August 2008. Your experiences may vary. Visit jdpower.com.

59372 (6-07)

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ARKANSAS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMON POLICY CONDITIONS

- 1. Under COMMON POLICY CONDITIONS, A. CANCELLATION, paragraphs 2. and 5. are replaced by the following:
  - 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 20 days before the effective date of cancellation if we cancel for any other reason.
  - 5. a. If this policy is canceled, we will send the first Named Insured any premium refund due.
    - b. When this policy is canceled by us, we will refund the pro rata unearned premium.
    - c. When this policy is canceled at the request of the first Named Insured, we will refund the pro rata unearned premium. However, the refund may be less than pro rata when subject to a minimum premium as shown on the Declarations.
- 2. The following is added to COMMON POLICY CONDITIONS, A. CANCELLATION:
  - a. Cancellation Of Policies In Effect 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel for any reason.

b. Cancellation Of Policies In Effect More Than 60 Days

If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases, any hazard insured against under the

policy;

- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.
- c. If we cancel for:
  - (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
  - (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
- d. The following applies to the Commercial Automobile Coverage Part:
  - (1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation.
  - (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.
- 3. The following is added to the **COMMON POLICY CONDITIONS**:

#### **NONRENEWAL**

If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before its expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

16305 (7-05)

### Arkansas AMENDATORY ENDORSEMENT Personal Articles Floater Insurance Policy

It is agreed:

#### 1. Under GENERAL CONDITIONS:

a. OUR RIGHT TO RECOVER PAYMENT is deleted and replaced by the following:

OUR RIGHT TO RECOVER PAYMENT After making payment under this policy, we will have the right to recover to the extent of our payment from anyone held responsible after you have been fully compensated for the loss. You agree to do whatever is required to transfer this right to us.

b. SUIT AGAINST US is deleted and replaced by the following:

SUIT AGAINST US We may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within five years after the loss or damage occurs.

c. **APPRAISAL** is deleted and replaced by the following:

APPRAISAL If we and you disagree on the actual cash value or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select a competent and impartial umpire. If the appraisers cannot agree upon the umpire, we or you can request the selection be made by a judge of a court having jurisdiction.

The appraisers will appraise the loss, stating separately the actual cash value and loss to each item. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. We will still retain our right to deny the claim.

Each party will pay its chosen appraiser and equally pay the umpire and all other expenses of the appraisal.

d. The following is added to CANCELLATION:

If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinances with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

If we cancel this policy, we shall mail or deliver written notice stating the reason for cancellation to you at the address shown in the Declarations:

- (1) at least 10 days prior to the effective date when cancellation is for nonpayment of premium; or
- (2) at least 20 days prior to the effective date when cancellation is for a reason other than nonpayment of premium.

2. The following is added to the GENERAL CONDITIONS:

NONRENEWAL If we decide not to renew this policy, we will mail or deliver to you written notice of nonrenewal to you at the address shown in the Declarations at least 30 days before its expiration date.

All other policy terms and conditions apply.

Company Tracking Number: PIM-AR-99-12/12/2008-16480

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Personal Inland Marine

Project Name/Number: Personal Articles Floater Policy/16480 PIM

#### **Superseded Attachments**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Personal Articles Floater Policy Jacket-Auto-Owners Insurance	12/05/2008	16475 (06-08).pdf
No original date	Form	Personal Articles Floater Policy Jacket - Owners Insurance Company	12/05/2008	16479 (06-08).pdf



# Personal Articles Floater Insurance Policy

Auto-Owners Insurance Company

#### POLICY NON-ASSESSABLE

This policy is non-assessable and the premium stated in the Declarations is the only premium you will be asked to pay.

#### **PARTICIPATING**

You will be entitled to an equitable participation in Company funds in excess of the amount required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law. A distribution will be made only in accordance with the decision of our Board of Directors acting under the insurance laws and under our charter.

#### NOTICE OF MEMBERSHIP AND ANNUAL MEETING

Because we are a mutual company this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.



## Personal Articles Floater Insurance Policy

Owners Insurance Company

16479 (6-08)